

# Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION**

**BLUE SPIKE, LLC,**

**Plaintiff,**

**v.**

**TEXAS INSTRUMENTS, INC.,**

**Defendant.**

**6:12-cv-00499-MHS  
LEAD CASE**

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**BLUE SPIKE, LLC,**

**Plaintiff,**

**v.**

**AGNITIO CORP.,**

**Defendant.**

**6:13-cv-00129-MHS  
CONSOLIDATED CASE**

**SUPPLEMENTAL DECLARATION OF JAVIER CASTANO**

In accordance with 28 U.S.C. § 1746, I, Javier Castano, hereby further declare as follows to rebut certain allegations made in the Plaintiff's Opposition to Agnitio's Motion to Dismiss and incorporate the statements made in my April 22, 2013 declaration:

**NONE OF AGNITIO'S PRODUCTS AND/OR SERVICES INCLUDING AGNITIO'S KIVOX APP ARE AVAILABLE THROUGH THE AGNITIO WEBSITE**

1. Agnitio maintains a non-interactive website located at the domain name <www.agnitio-corp.com> (the "Agnitio Website"), a location to which the domain name <www.agnitio.es> resolves.

2. Although Plaintiff's Opposition to Agnitio's Motion to Dismiss ("Plaintiff's Opp.") cites webpages from the Agnitio Website (Plaintiff's Opp. Exs. 1 and 2) as "showing how to download Agnitio's app from its website," Agnitio's customers or potential customers cannot actually download the KIVOX app from the Agnitio Website.

3. The Agnitio webpage included as Plaintiff's Opp. Ex. 2, clearly indicates this inability to download the KIVOX app from the Agnitio Website – "Currently, KIVOX app is in Beta stage and can only be loaded by invitation. If you do not have an invitation, please contact us to request one. A sales representative will contact you."

4. All consumers including any consumers in the State of Texas are unable to download the KIVOX app onto their iPhone or Android phones from the Agnitio Website as this functionality is not yet available.

5. Agnitio screens and evaluates any consumers interested in the KIVOX app.

6. Any consumer that uses the KIVOX app did not access or download it from the Agnitio Website, but rather Agnitio provides access to KIVOX app to that approved consumer.

7. No consumers have downloaded the KIVOX app from any page located on the Agnitio Website.

8. Agnitio's records indicate that none of the actual current users of the Kivox app are from or reside in the State of Texas.

9. Although the press release included as Plaintiff's Opp. Ex. 12 identifies Agnitio's plan to roll out the KIVOX app, the KIVOX app has only been provided to a limited number of consumers, none of which reside or do business in the State of Texas.

10. The KIVOX app is “becoming very popular” in the global security industry as identified in the interview with Agnitio’s CEO, Plaintiff’s Opp. Ex. 13 at page 3.

11. Agnitio’s CEO makes it clear in the interview that the KIVOX app has limited availability saying that Agnitio is “only working with beta testers and by invitation only” to develop the KIVOX app. Plaintiff’s Opp. Ex. 13 at page 3.

**BBVA DOES NOT USE AGNITIO’S PRODUCTS IN TEXAS**

12. Banco Bilbao Vizcaya Argentaria, S.A. (“BBVA”) is a multinational Spanish banking group and the second largest bank in Spain with a headquarters located at Bilbao, Spain.

13. Agnitio sold certain pilot software to BBVA in 2005 and 2013.

14. Agnitio’s sales to BBVA consist of limited-use pilot software and geographically restricted BBVA’s use of this software to Spain. Therefor, BBVA does not use the software in the U.S. or Texas.

**MICROSOFT, HP, TELVENT DO NOT USE AGNITIO’S PRODUCTS IN TEXAS**

15. The purpose of listing Microsoft, HP and Telvent as “Our Partners” on Agnitio’s Website, Plaintiff’s Opp. Ex. 6, is to market Agnitio as hopeful for future collaboration with these companies.

16. The Agnitio webpage included as Plaintiff’s Opp. Ex. 7 states that “KIVOX 4.0 brings our partners the full potential” of the technology and this marketing language advertises the quality of the KIVOX app, but Agnitio does not provide access to the KIVOX app to Microsoft, HP or Telvent.

17. Agnitio has not sold any products or services, or provided access to any Agnitio products and/or services, to Microsoft in the State of Texas or any other state.

18. Agnitio has not sold any products or services, or provided access to any products and/or services, to HP in the State of Texas or any other state.

19. Agnitio has not sold any products or services, or provided access to any products and/or services, to Telvent in the State of Texas or any other state.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Madrid, Spain

Dated: May 31, 2013



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Javier Castaño